



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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RFP Questions & Answers
Medical and Behavioral Health Temporary Staffing Services
NHDOC 22-02-GFMED

Programmatic

- Q1.1. Will vendors be permitted to bid only on the travel positions and not per diem and vice versa?
- A1.1. **No.**
- Q1.2. Will the State of New Hampshire allow companies to use local independent mental health providers to respond within the 1-3 day response time?
- A1.2. **Yes.**
- Q1.3. Will the state allow us to use LCSW/LICSW with a specialty in substance abuse rather than MLADC?
- A1.3. **No.**
- Q1.4. Are hours guaranteed?
- A1.4. **No**
- Q1.5. Will selected partners be responsible for providing their own equipment, supplies, or PPE?
- A1.5. **No, The State of New Hampshire will provide basic equipment as we do our own employees.**
- Q1.6. Will selected partners be required to produce policies or provide medical oversight?
- A1.6. **No**
- Q1.7. How many hours of orientation/training do you require for temporary clinicians?
- A1.7. **24 hours (3 days)**
- Q1.8. How many of those hours are paid for by you vs. the temp provider?

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

- A1.8. **The State of New Hampshire pays for all hours associated with orientation.**
- Q1.9. Are the current agencies that were awarded the previous RFP required to rebid for this new RFP?
- A1.9. **Current agencies have no obligation to bid, but in order to be considered for the new RFP, a current agency is required to bid.**
- Q1.10. How many vendors does the DOC expect to award a contract?
- A1.10. **Unknown**
- Q1.11. Why is the DOC going out to bid at this time?
- A1.11. **The previous RFP is no longer reflective of current market rates.**
- Q1.12. How can the new vendor enhance customer satisfaction?
- A1.12. **Customer satisfaction is achieved by providing staff, when requested, in a timely fashion.**
- Q1.13. May we request to list the State of New Hampshire DOC as a reference?
- A1.13. **Yes.**
- Q1.14. Can the state provide further clarification into the estimated usage for Pharmacy Professionals by sharing usage for each role, Pharmacist and Pharmacy Tech?
- A1.14. **Current ratio is 50/50, however requests for staff would be based on staff vacancies and need by role cannot be determined.**
- Q1.15. Would NH DOC accept temp to hire conversion?
- A1.15. **The State of New Hampshire would consider temp to hire conversion if terms agreeable and rate is clearly stated in the RFP bid.**

Cost/Billing/Invoicing/Rates

- Q1.16. Can you provide the Contracted rates of the awarded Vendor(s) from the current Contract(s)?

A1.16.

Discipline	Worldwide Travel Staffing, Limited	Maxim Healthcare Staffing Services, Inc.	
	Local Rate	Local Rate	Travel Rate
RN	\$92.00	\$63.00	\$75.00
RN - Holiday	\$92.00	\$81.90	
LPN	\$58.00	\$55.00	\$60.00
LPN - Holiday	\$58.00	\$71.50	
Pharmacist	\$120.00	\$94.00	
Pharmacist Tech	\$55.00	\$35.00	
Master Social Worker	\$70.00	\$60.00	
Master Licensed Alcohol Drug Counselor	\$60.00	\$60.00	
Certified Medical Assistant	\$45.00	\$38.00	
Licensed Nursing Assistant	\$50.00	\$38.00	
Paramedic	\$55.00	\$41.00	
Emergency Medical Technician (EMT-I)	\$55.00	\$39.00	
Emergency Medical Technician (EMT-B)	\$57.50	\$36.00	
Occupational Therapist	\$110.00	\$65.00	
Physical Therapist	\$125.00	\$65.00	
Recreational Therapist	\$95.00	\$42.00	
Speech Pathologist	\$95.00	\$60.00	

Q1.17. How are you going to determine where the rate will fall within the minimum and maximum rate range?

A1.17. **The vendor will determine the proposed rate, within the minimum and maximum range, in the RFP bid.**

Q1.18. If rates increase within the minimum and maximum range, will the increased rate be offered to contractors already on contract or are already confirmed but not yet started?

A1.18. **No.**

Q1.19. How will vendors confirm hourly rates for temporary staff if utilizing a minimum and maximum rate range?

A1.19. **The rate range awards the vendor the ability to set a competitive market rate in order to provide staff in all professions.**

Q1.20. Page 45: rate adjustments – 5.4 who in the department will be responsible for approving rate changes?

A1.20. **The Director of Medical and Forensics, or designee.**

- Q1.21. Estimated Budget/Method of Payment, Exhibit C., 6. Method of Payment, 6.1., Request modified to allow for bi-weekly billing with invoices due net 30 days of receipt of invoice.
- A1.21. No. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.

Terms and Conditions Form Number P-37 (version 12/11/2019) 14. Insurance

- Q1.22. Delete 14.1.2. as in applicable to services to be performed.
- A1.22. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A.
- Q1.23. Modify 14.3 to provide that renewal policies shall be provided prior to expiration. Currently dates inconsistent (i.e.. reads ("thirty (10) days")).
- A1.23. Paragraph 14.3, second to last sentence reads: "Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (10) days prior to the expiration date of each insurance policy."

Special Provisions, Exhibit A, Paragraph 1. Form Number P-37 (version 12/11/2019) 14. Insurance, p. 31 of 52 of the RFP document states: "To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

The Special Provision of "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions." replaces: "Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (10) days prior to the expiration date of each insurance policy."

Other

- Q1.24. **RATES INCLUSIVE.** All rates stated in the Addendum(a) are all-inclusive and include recruitment fees, travel reimbursement, lodging per diem reimbursement, meal & incidental expense per diem reimbursement and compensation for Contractor Candidates. NHDOC acknowledges that it will be subject to the 50% deduction limitation under Internal Revenue Code ("IRC") § 274(n) to the extent such limitation applies to any reimbursement for which it is responsible. Contractor or the applicable employer will provide NHDOC with sufficient substantiation of any such reimbursement in accordance with IRC § 274(d). At no additional charge, Contractor may also provide access to a technology solution (subject to the terms relating to use of such solution) chosen in Contractor's sole discretion or Contractor clinical interview screening of Clinical Candidates submitted by Contractor.

- A1.24. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A.
- Q1.25. SENTINEL EVENT REPORTING. In the event of any unexpected incidents, including errors, unanticipated deaths, injuries, safety hazards or other events or claims ("Sentinel Events") involving or relating to any Contractor Candidate, NHDOC must report the Sentinel Event to Contractor within twenty-four hours. Reports should include the name of Contractor Candidate and any other persons involved, as well as the date, time, location, and description of facts and circumstances surrounding the Sentinel Event. The Parties agree to use reasonable efforts to timely assist each other in conducting investigations of such Sentinel Events. In the event any Contractor Candidate makes a claim against NHDOC alleging any wrongdoing, NHDOC shall immediately notify Contractor.
- A1.25. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A, except if such Sentinel Event Reporting contradicts State of NH RSA's, State of NH Administrative Rules and/or internal NH Department of Corrections policies and procedures.
- Q1.26. CANDIDATE INJURY PROCEDURES. In the event of an unexpected injury to any Contractor Candidate at NHDOC's job site, NHDOC will instruct the Contractor Candidate to notify its employer and to seek treatment at a third-party healthcare provider designated by its applicable employer unless the injury is an emergency. In the event of an emergency, NHDOC will immediately send the injured Contractor Candidate to the closest emergency room and provide transportation if necessary or appropriate. NHDOC must notify Contractor of injuries to Contractor Candidates within eight (8) hours of learning of the injury and promptly complete and submit to Contractor a written incident report in a format acceptable to Contractor that includes the name of Candidate involved, as well as the date, time, location, and brief description of events and other persons involved in the incident.
- A1.26. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A.
- Q1.27. FLOATING. NHDOC agrees to float Contractor Candidates in rotation with NHDOC's staff and in accordance with NHDOC's floating policies, as well as the clinical experiences of the Contractor Candidate being asked to float. NHDOC confirms that NHDOC's policies on floating comply with current standards of The Joint Commission, including the provision of an appropriate orientation to the new unit.
- A1.27. No. the NH Department of Corrections will not agree to float Contractor candidates in rotation with NH Department of Correction's staff and in accordance with NHDOC's floating policies, as well as the clinical experiences of the Contractor Candidate being asked to float.
- Q1.28. MANNER OF WORK. NHDOC shall be responsible for determining the clinical competencies required of Contractor Candidates and supervision of Candidates in the performance of clinical duties. NHDOC is responsible for ensuring compliance with applicable scope of practice or profession laws and regulations, including establishment and supervisions with respect to standardized procedures and protocols to the extent applicable to work performed under this

Agreement. Notwithstanding the foregoing, NHDOC shall not, without the prior written consent of Contractor, permit or request any Contractor Candidate to perform any work or task or render any service that does not fall within the scope of the duties and responsibilities for such Contractor Candidate's confirmed assignment or at any work location other than the confirmed location.

- A1.28. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A.
- Q1.29. SAFETY. NHDOC agrees to provide Contractor Candidates with a safe and healthy work environment and to provide safety training, equipment, clothing, or devices necessary or required by all applicable laws for any work to be performed, or which is used by NHDOC's own employees or other contractors in the performance of similar work. NHDOC shall also designate a member of its staff who shall act as a coordinator to train and orient the Contractor Candidates to all applicable operational and safety procedures. NHDOC agrees that it shall have in place at all times policies and protocols in compliance with all laws related to employee health, safety and well-being and make such policies available to Contractor Candidates as if they were a member of NHDOC's regular workforce.
- A1.29. If agreeable to the State, the NH Department of Corrections may agree to such terms by an instrument of writing signed by the parties to negotiate terms through the Special Provisions, Exhibit A.
- Q1.30. SUBCONTRACTORS. Contractor may use affiliates and subcontractors to perform its duties and obligations under this Agreement, including to provide Candidates. A list of subcontractors will be provided upon request.
- A1.30. Preference is to use Contractor candidates.
- Q1.31. CONFIDENTIAL INFORMATION AND COMPLIANCE FILES OF CANDIDATES. NYDOC agrees that the personnel files and compliance documentation submitted by Contractor relating to Candidates performing services under this Agreement are private and confidential. NYDOC shall keep such information private and confidential, including in accordance with any applicable laws such as the Americans with Disabilities Act or Fair Credit Reporting Act. NYDOC shall not use for purposes other than directly related to the performance of this Agreement, or disclose to any third party, all or a portion of such confidential information unless such disclosure is required by law or legal process, Contractor, or the Candidates.
- A1.31. Regarding CONFIDENTIAL INFORMATION AND COMPLIANCE FILES OF CANDIDATES, this is a NHDOC procurement and not a NYDOC procurement.